

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Case No.: 23-CV-20045-RKA

ERIC & CO TRADING GROUP LLC,

 Judgment Creditor,

vs.

FLOYD MAYWEATHER, JR.,

 Judgment Debtor,

and

CITIBANK, N.A.,

 Garnishee.

/

ANSWER OF GARNISHEE, CITIBANK, N.A., TO WRIT OF GARNISHMENT:
DEMAND FOR GARNISHEE'S ATTORNEYS' FEES

Garnishee, CITIBANK, N.A. (incorrectly identified as "Citigroup Inc.¹ d/b/a Citibank N.A."), by and through its undersigned attorney, and pursuant to Chapter 77, Florida Statutes, files this answer (hereinafter the "Answer") to the Writ of Garnishment dated DECEMBER 12, 2023 having been improperly served to CT Corporation, which is not a Registered Agent in Florida for CITIBANK, N.A. Garnishee had knowledge of the Writ of Garnishment as of DECEMBER 14, 2023, and states:

1. According to the records of CITIBANK, N.A., it was not indebted to the Judgment Debtor **FLOYD MAYWEATHER, JR.** (hereinafter the "Judgment Debtor"), at the time of the service of the Writ, or at the time of this Answer, or at any time between such times, except as follows:

¹ CITIGROUP INC. is a holding company and does not engage in banking operations.

CITIBANK, N.A.'s research of its records reflects only the following accounts associated with the Judgment Debtor's name and/or tax identification number identified in the Writ of Garnishment. CITIBANK, N.A.'s records reflect the account was opened in and governed by the laws of California, and currently maintains a Nevada mailing address as referenced below. Based on the foregoing and pursuant to Section 77.06(3), Florida Statutes², CITIBANK, N.A. is in good faith doubt as to whether said accounts are required to be included in the garnishee's answer and retained, it is therefore including it herein and retaining the funds subject to the Court's disposition as referenced below:

(a) Account No.: *****7659, Title: FLOYD MAYWEATHER, Address: 4720 LAGUNA VISTA ST, LAS VEGAS, NV USA 89147-6043, Current Balance: \$7,463.50. Pursuant to Chapter 21.105(2), Nevada Revised Statutes, \$400.00 is exempt from garnishment. Therefore, the balance being retained is: **\$7,063.50**

2. Pursuant to Chapter 21.105(1), Nevada Revised Statutes, CITIBANK, N.A. has duly examined the account referenced in paragraph 1(a) for exempt payments and has identified no such protected benefit payments.

3. Pursuant to Title 31, Part 212 of the Code of Federal Regulations, CITIBANK, N.A. has duly examined the above referenced account(s) for protected Federal Benefit Payments and has identified no such protected benefit payments.

² Section 77.06(3): In any case where a garnishee in good faith is in doubt as to whether any indebtedness or property is required by law to be included in the garnishee's answer or retained by it, the garnishee may include and retain the same, subject to the provisions of s. 77.19 and subject to disposition as provided in this chapter, and in such case the garnishee shall not be liable for so doing to the defendant or to any other person claiming the same or any interest therein or claiming to have sustained damage on account thereof.

4. Pursuant to Section 77.06, Florida Statutes, CITIBANK, N.A., has retained the amount of \$7,063.50 referenced above subject to disposition as provided by Chapter 77, Florida Statutes.

5. Except for the account(s) identified above, CITIBANK, N.A. is not otherwise indebted to the Judgment Debtor at the time of this Answer nor was it indebted to said Judgment Debtor at the time of service of the Writ of Garnishment or at any time between said service and the time of this Answer.

6. Except for the account(s) identified above, CITIBANK, N.A. has no other tangible or intangible personal property of the Judgment Debtor in its possession or control at the time of this Answer nor at the time of service of the Writ of Garnishment or at any time between said service and the time of this Answer.

7. Except for the address(es) identified above, CITIBANK, N.A. does not have knowledge of any other address for the Judgment Debtor. CITIBANK, N.A. does not have knowledge of any other person indebted to the Judgment Debtor or who may be in possession or control of any property of the Judgment Debtor.

8. Except as noted in the title of the account(s) identified above, CITIBANK, N.A. is unaware of any other person who has or appears to have an ownership interest in any property of the Judgment Debtor.

9. CITIBANK, N.A. has retained the undersigned attorney and is obligated to pay the same a reasonable fee for their services in response to the Writ of Garnishment. CITIBANK, N.A. is entitled to their attorney's fees and costs in this action pursuant to Chapter 77, Florida Statutes.

DEMAND FOR GARNISHEE'S ATTORNEYS' FEES

Garnishee, CITIBANK, N.A., by and through its undersigned attorneys, and pursuant to Section 77.28, Florida Statues, hereby demands for payment one-hundred dollars (\$100.00) from Garnishment Judgment Creditor to "Adams and Reese LLP." Payment shall be sent to 100 North Tampa Street, Suite 4000, Tampa, Florida 33602 and should include the title of the action and the corresponding case number. Garnishee, CITIBANK, N.A., reserves its right for further application of attorneys' fees and costs incurred in this matter.

Dated: December 19, 2023

Respectfully submitted,

/s/ Louis M. Ursini, III
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Certificate of Service

I hereby certify that a true and correct copy of the foregoing was electronically filed the foregoing with the Clerk of Court by using the ECF System.

Louis M. Ursini, III

Zachary P. Hyman
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